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ARTICLES OF

AGREEMENT AND ASSOCIATION

OF THE

FLORIDA PENINSULA

LAND COMPANY.

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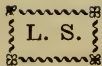
NEW-YORK:

EDWARD S. MESIER,

No. 57 William Street.

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L. S.

STATE OF NEW-YORK, }  
CITY AND COUNTY OF NEW-YORK, } ss.

BY THIS PUBLIC INSTRUMENT, BE IT KNOWN, to all whom it may concern, that I, *William H. Maxwell*, Commissioner, in and for the state of New-York, and resident in the city of New-York, duly commissioned by the Governor of the territory of Florida, and authorized by law to take the acknowledgment of Deeds, Letters of Attorney, Mortgages, Contracts, or other writings under seal, with full power and authority to administer Oaths and affirmations, and to take Depositions, &c., *Do hereby certify* that on the 20th day of September, A. D. 1836, before me, said commissioner, personally appeared Richard S. Hackley, Joseph D. Beers, David Clarkson, and Lot Clark, all well known to me to be the parties described in the annexed articles of agreement; and they, severally, and in due form of law, acknowledged they had signed, sealed, and delivered said agreement, as their several free act and deed, for the uses and purposes therein mentioned.

*In testimony whereof*, I have hereunto set my hand and seal the day and year above written.

WILLIAM H. MAXWELL,  
*Florida Commissioner.*



ARTICLES OF  
AGREEMENT AND ASSOCIATION  
OF THE  
FLORIDA PENINSULA LAND COMPANY.

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WHEREAS, Richard S. Hackley, of the City of New-York, by his Indenture, bearing even date herewith, has *granted, bargained, and sold*, unto Joseph D. Beers, and David Clarkson, of the said City of New-York, and Lot Clark, of the City of St. Augustine, in the territory of Florida, trustees for the uses and purposes hereinafter contained and set forth, all that certain tract or parcel of land, situated in the territory of Florida aforesaid, "being so much of that portion of the land contained in the Royal Grant, of the seventeenth of December, one thousand eight hundred and seventeen, as was conveyed to Richard S. Hackley & Company, and is contained in the following boundaries, to wit:—Beginning at the mouth of the river Amanina, or Amaxura, where it enters the Gulf of Maxico, in the former Spanish province of East Florida, and what is now a part of the original territory of the United States of America; running along the right bank of said river to its head spring, or main fountain-source; thence by a right line to the nearest point of the river St John, and running up to lake Macao, or Macaco; from thence to the head of the Hijuelos river, and descending said river to its mouth in the Gulf of Mexico, on the coast of the Gulf of Mexico, and from thence along said coast including all the islands up to the beginning; containing, by estimate, eight millions of acres, more or less excluding therefrom any prior confirmed Spanish Grants, which were reserved in the Royal Grant of the King of

Spain to the Duke of Alagon, and the sales made by the said Richard S. Hackley, contained in the list presented to the parties of the second part of the Indenture aforesaid. And whereas, it is intended by the said Richard S Hackley, and the said trustees, and others, their associates, to form a *joint stock* company to be composed of the said Hackley, and said trustees, and others, their associates, to be called the *Florida Peninsula Land Company*.

Now this Indenture and Articles of Agreement and Association, made this fourteenth day of September, in the year of our Lord one thousand eight hundred and thirty six, by and between the several persons whose names are hereto subscribed, and seals annexed ; Witness :

- ARTICLE I. That the name and style of the Association shall be the " Florida Peninsula Land Company, " and its object shall be to manage and dispose of the foregoing tract or parcel of land.
- ART. II. All persons who shall subscribe for one or more shares of the capital stock of said association, by signing and sealing this Indenture in person, or by attorney, lawfully constituted under the rules and regulations to be prescribed by the trustees aforesaid, and by paying the sums in the manner hereinafter prescribed ; and all persons who shall become the holder or holders of any such share or shares, by transfer in the manner hereinafter provided, shall be members of this Association.
- ART. III. The capital stock of this association shall consist of sixteen hundred shares in the tract of land aforesaid, each share consisting of *five thousand acres*. And all the covenants and engagements herein contained shall become obligatory on the parties to be bound thereby, according to the terms and intent thereof, when the full number of fifty shares shall have been subscribed.
- ART. IV. The capital, property, and affairs of this association shall be managed by the trustees aforesaid and their successors in office ; each of whom shall remain in such trust

until the object of this association shall be finally closed, unless he shall resign, or be removed by the members of this association, as hereafter provided, or by competent judicial authority.

**ART. V.** No trustee shall resign except by instrument in writing and under his seal, executing such conveyance to his co-trustees as may be necessary for that purpose, subject to all his legal liabilities, to account for his conduct as such trustee; and in every case when his office shall become vacant he shall execute such conveyance.

**ART. VI.** Whenever any vacancy shall happen among such trustees, such vacancy shall be filled up by such persons as the remainder of the trustees shall, by instrument under their hands and seals, appoint from among the members of the association.

**ART. VII.** The said trustees, and their successors in office, shall have full and ample power and authority to sell and convey any part or parts of said tract of land and premises, to receive payment in money or otherwise, to commence, prosecute, or compromise any suit or suits for injuries done to the said property, to receive and take charge of all moneys which shall be paid on account of the sale of any of said land or premises, or in any manner growing or accruing out of the same, or for any certificates of stock to be issued or in any other way to which the association may be entitled, to pay from time to time out of the funds of the association, the compensation of the persons employed by them, and other expenses, to prosecute and defend all manner of suits in which the title of said lands or any part thereof, may be drawn in question, to make any compromise with any person or persons, or with any government claiming title to, or any interest in said lands, or of any part thereof, execute all agreements, covenants, or obligations, take, purchase, and hold in trust as aforesaid, all stocks, choses in action, lands, tenements and hereditaments, and finally, to do all other acts and things which an individual owning the the said land and premises in fee might or could do, and

which they shall deem necessary and proper to promote the interests of said association.

ART. VIII. The trustees shall have the power to assess and call from the scrip or shareholders, such sum or sums as they may deem for the interest of the association ratably for improvements and expenses, on three months' notice, to be published during the said three months in one or more of the principal newspapers in the cities of New-York and Washington, and in the district of East Florida. And in case of neglect on the part of any stockholder to pay pursuant to such call, he shall thereby forfeit to the association such shares as are in default ; but the trustees may in their discretion, at any time within a year thereafter, release such forfeiture on payment of such call and interest, provided that the whole amount which the trustees shall have power to assess and call as aforesaid, shall not exceed one-half cent on an acre, or twenty five dollars on each share.

ART. IX It shall be the duty of the trustees, so soon as they shall deem it necessary, to procure a full and perfect survey of the said land and premises, and to cause plats, maps, and diagrams to be made of the same : and should they deem it expedient and proper, they may rise by mortgage on the said property any sum for the improvement of the same, not exceeding two hundred thousand dollars, which said sum so raised shall be paid out of the first moneys received by them on sales.

ART. X. It shall be the duty of the trustees, as soon as may be after this association shall be formed, to open subscriptions to these articles, and issue scrip to the subscribers for so much as they can procure to be subscribed, not exceeding four hundred shares, and shall require from each subscriber for the said four hundred shares, or a less number, as the case may be, one hundred and eighty-seven dollars and fifty cents on each share ; one hundred and fifty dollars of which shall be paid to the said Richard S. Hackley, on demand, toward his consideration money for the land and premises aforesaid.



and the remaining thirty-seven dollars and fifty cents on each share shall be kept by the trustees on deposit, for the purposes of defraying the incidental expenses of the said association: and on the payment by the subscribers as aforesaid, the said trustees shall issue to each respectively a scrip for each share so subscribed, in the form and to the effect following, to wit:

**" FLORIDA PENINSULA LAND COMPANY.**

No—

This certifies that \_\_\_\_\_ is proprietor of \_\_\_\_\_ share (each share being equal to five thousand acres over and above the land covered with water, or one sixteen hundredth part of eight millions two hundred thousand acres,) of the capital stock and beneficial interest of the Florida Peninsula Land Company, created in pursuance of an indenture and articles of association and agreement, entered into for the formation of said company by the members thereof, and dated the fourteenth day of September, 1836. The sum of \_\_\_\_\_ dollars has been paid hereon, subject to calls of \_\_\_\_\_ dollars more to be made by the trustees in six, twelve, and eighteen months, after the full adjudication of the title in the Supreme Court of the United States, and to be made in one third each, with interest after six months after the date of notice of the adjudication, at the rate of six per cent. per annum, and subject to all the provisions, covenants and charges, in the said articles mentioned—reference being thereto had the same will more fully appear—which share shall be transferable by deed endorsed hereon, and by delivery to the trustees of the company with this certificate, and by the assignees signing and sealing the said articles in person, or by attorney duly authorized.

By order of the Trustees,

*President,*

*Secretary."*



And before the said trustees shall pay to the said Hackley any of the moneys aforesaid, they shall cause an examination to be made of the public records in the territory of Florida, and in the eastern district thereof, to ascertain whether the said Hackley has by himself or his agent conveyed, or in any manner encumbered the said land and premises, otherwise than as is named and mentioned in the schedule annexed to these articles of association; and if they shall find on examination any such conveyances or encumbrances as will in their opinion materially change the value of the land and premises conveyed as aforesaid, they shall be at liberty to return the moneys so received to the subscribers, after deducting therefrom the incidental expenses, and re-convey the said land and premises to the said Richard S. Hackley, and others who have released their claims to any portion of said land or premises, for the purpose of enabling the said Richard S. Hackley to make valid conveyances to the said trustees, so as to restore to the respective parties the rights and interest which they held previous to such release.

ART. XI To satisfy the said Hackley for the rest and residue of the consideration aforesaid, the trustees shall convey to him, or to such person as he shall direct, or to his assignees, certificates for twelve hundred shares of said stock, in scrip, in effect and form following, to wit:

“FLORIDA PENINSULA LAND COMPANY.

No.—

This certifies that \_\_\_\_\_ is proprietor of \_\_\_\_\_ share (each share being equal to five thousand acres over and above the land covered with water, or one sixteen-hundredth part of eight millions two hundred thousand acres,) of the capital stock and beneficial interest in the Florida Peninsula Land Company, created in pursuance of an indenture and articles of association and agreement, entered into for the formation of said company by the members thereof, and dated the fourteenth day of Sep-

tember, 1836. The sum of fifteen hundred dollars having been paid to the full amount of each share in full satisfaction thereof, and subject to all the provisions, covenants and charges, in the said articles contained, as will appear, reference being thereto had—transferable by deed endorsed hereon, and by delivery to the trustees of the company, and the assignee or assignees signing and sealing the said articles.

By order of the Trustees,

*President,*

*Secretary."*

And if the said trustees shall find on survey and admeasurement of the said land, that the whole tract shall contain more than eight millions two hundred thousand acres over and above former grants made by the Spanish authorities, and sales and conveyances by the said Hackley and his agents, they shall issue certificates for an additional number of like shares, so far as said surplus shall extend, to the said Richard S. Hackley, Henry Dudley, and Nicholas W. Stuyvesant, in the following proportions, to wit:—three fourths to said Hackley, and one fourth to said Dudley and Stuyvesant, or to his or their assigns—it being understood that all persons to whom certificates shall be issued as provided for in this article, shall sign these articles of association, the same as other stockholders or subscribers, before receiving certificates.

ART. XII. It shall be the duty of the trustees, as soon as may be practicable, to cause an adjudication in the Supreme Court of the United States, of the title to the said land and premises, as derived from the duke of Alagon; and no subsequent call shall be made on the said four hundred shares of stock, until the title to said land and premises derived as aforesaid shall have been settled in said court in favour of this association. But immediately after such adjudication and settlement of title, the trustees shall give public notice in two of the principal newspapers printed in

the city of Washington, and one in the city of New-York, and one in the district of East Florida, for the said scrip holders to pay thirteen hundred and fifty dollars to the said trustees, on each of the said shares, in three equal instalments, at six, twelve, and eighteen months from the date of said notice, with interest on the two last instalments, at six per centum, after six months from the date of said notice. And if any of the stockholders shall fail to make payment on the said scrip pursuant to the said notice, the same with all previous payments shall be forfeited for the benefit of the said Richard S. Hackley.

ART. XIII. The trustees aforesaid may employ and keep a secretary, and such agents, surveyors, and assistants, as they may deem needful, and remove and replace them at pleasure. All conveyances and contracts shall be executed by a president, to be chosen in the manner hereinafter prescribed, or by an agent, appointed and authorized by said trustees, or a majority of them.

ART. XIV. It shall be the duty of the said trustees to appoint one of their members president, and the president so appointed and one of the said trustees, shall form a quorum to transact business, but no appropriation shall be made for any improvement without the consent of all the trustees.

ART. XV. The trustees shall only be responsible for wilful default, and no one acting in good faith shall be responsible to any omission or fault of a co-trustee. They shall be allowed no compensation by the association for their services in the premises, except for disbursements, but after three years they shall be allowed a reasonable compensation for their services, to be paid out of the moneys belonging to the association, to be allowed by auditors, to be appointed in the manner hereinafter prescribed.

ART. XVI. The trustees, and their successors in office, shall hold the said tract of land and premises as joint tenants, and not as tenants in common; and in case of the death of one or more of the said trustees, the estate in trust as aforesaid, and for the uses and purposes aforesaid, shall enure to the survivor or survivors of them, and other trustees shall be appointed in

manner aforesaid, who shall succeed to the same, and be subject to these articles of association.

ART. XVII. In all conveyances or contracts to be made by the said company, the trustees, after being individually named, shall be described as the trustees of the Florida Peninsula Land Company.

ART. XVIII. The capital stock of this association, and the beneficial interest of the several shareholders thereof, shall be, and are hereby declared and agreed to be *personal property*; and on the death of any shareholder, his share and interest shall go to his personal representatives, and not to his heirs at law; and such heirs at law shall at no time claim any interest, legal or equitable, therein.

ART. XIX. Shares in the capital stock of this association may be transferred from time to time by the holder thereof, or his personal representatives, by endorsement under his hand and seal, provided such transfer be notified to the trustees, and provided also that the assignee to whom such share or shares shall be transferred, shall, in person, or by his lawful attorney, affix his name and seal to this indenture, and become a party thereto.

The form of such endorsement shall be as follows :

“ For and in consideration of I  
 hereby assign and transfer, to and to his  
 executors administrators and assigns, all my right, title and  
 interest in the within share of the capital  
 stock and beneficial interest of the Florida Peninsula Land  
 Company, subject to the provisions, covenants and charges,  
 contained in the indenture constituting said company, or au-  
 thorized thereby.”

After the assignee shall have subscribed as aforesaid, the transfer shall be registered in the books kept by the trustees; and on the registering of such transfer, the former certificate shall be delivered up, and a new one shall be issued in similar form; except that every such certificate shall designate the name of the original proprietor of



the share or shares transferred. And from the time when such transfer shall have been duly registered, the shareholder making the same shall be released from all liability as a member of this association, in respect to the share so transferred.

ART. XX. One copy of these articles of association, signed by the trustees and the said Richard S. Hackley, shall be recorded in the office of the county clerk in the city of St. Augustine; and one copy shall be signed by the parties and all the future proprietors as they shall become stockholders, and shall be kept by the president or the secretary; (to be appointed,) to be kept in some safe and secure place.

ART. XXI. The trustees shall keep, or cause to be kept, regular books of account, in which there shall be an entry of all their sales and doing, which shall be open to the inspection of stockholders at all convenient times:

ART. XXII. The trustees shall notify in a proper manner a meeting of the stockholders in the city of New-York, in three years from the date of these articles of association, and at all times, on the application of one third in amount of the stockholders; at which meeting all the stockholders may vote in person or by proxy, the president presiding.

Each stockholder may give as many votes as he has shares, but no stockholder shall vote directly or indirectly on more than one hundred shares.

Said meetings, when so convened, shall have power to appoint three auditors, who shall hold their offices during the pleasure of the stockholders, to remove any trustee or trustees, and to appoint others in their places.

ART. XXIII. It shall be the duty of the trustees, to make dividends once in six months, of all the moneys received for lands rateably among the stockholders, payable at some bank or monied institution, after deducting current expenses, and to keep all monies deposited in the names of the trustees in some bank or monied institution, and not to draw the same except by order of the board.



ART. XXIV. Whereas, it is provided in and by the said deed of the said Richard S. Hackley to the said trustees, that certain tracts of land should be excluded which had been previously sold by the said Richard S. Hackley, to be contained in a list to be presented by the said Richard S. Hackley to the trustees; and whereas the list so referred to has been presented by the said Richard S. Hackley, and is in the words and figures following, to wit:

*Lands in Florida sold or alienated by Richard S. Hackley.*

			Acres.
January, 1822.	Carter Beverly, on the river	Amanina,	- 8,000
Jan. 23	James W. Glass	" St. Johns,	- 50,000
Nov. 24, 1821.	Thomas E. Randolph	" Amanina,	- 9,000
" "	William Randolph, sen.	" Id	- 3,000
" "	William F. Randolph, jun.	" "	- 5,000
" "	Thomas B. Randolph,	" "	- 6,000
" "	William Beverly Randolph,	" "	- 5,000
" "	Thomas Mann Randolph, of	Tuckahoe,	- 6,000
" "	James Carmichael,	" "	- 8,000
" "	Wilson J. Cary,	" "	- 9,000
April 3, 1822.	Thomas Richardson,	" "	- 2,000
June 30, 1821.	Edmond Taylor,	" "	- 20,924
May 6, 1822.	Robert B. Taylor,	" "	- 10,000
Mar. 24, 1824.	Merrit M. Robinson,	" "	- 10,000
" 25, "	Robert F. Dandridge,	Ocklawaha,	- 6,400
" " "	Lavinia W. Dandridge,	Id.	- 6,400
" " "	James Rawlings, trustee for	Siana A. Williams,	- 6,400
" " "	Juliana E. Dandridge,	Id.	- 6,400
" " "	Bartw. Dandridge,	" "	- 6,400
Dec. 14, 1822.	Anthony Dey,	Ocklawaha,	- 50,000
" 24, "	Samuel A. Lawrence,	" "	- 92,160
Jan. 22, 1823.	Edward Delavan,	" "	- 23,040
March, 1824.	Josiah Cowper,	Amanina,	- 959
" "	William Gilliat,	" "	- 1,541
" "	Slosson, for Mc Dowell,	Ocklawaha,	- 10,000
Oct. 12, 1823.	Mathias Ward, for account of	Anthony Dey,	- 650
July 23, "	John A. Cameron, for	Thomos Strode,	- 1,000
" 7, "	George McNeill & William	Kirkland	- 2,500
" 7, "	George Mc Neill,	- - -	- 5,000
Feb. 17, 1827.	Hon. Robert Strange, quantity	not known,	
	but believed to be	- - -	- 1,200
Jan. 21, 1829,	Richard Raynal Keene, Tatstala	Creek,	- 10,500
Dec. 23, 1825.	James Cameron, trustee for	Sarah Tooker,	- 500
16, "	Jordan Howell and John	Howell,	- 1,000

Carried over. Acres, 383,974

		Amount brought over,	Acres.
			383,974
	Howe, Amanina, - - - -		2,500
April 1, 1826.	Hon. John A. Cameron, in trust for H. S. Strode		1,000
Nov. 2, "	Robert J. Hackley, two parcels, - -		48,600
" " "	Frances S. Taylor, Ocklawaha, - -		50,000
Feb. 27, 1827.	Robert T. Goodwin, in trust for Margaret Jane Moffatt, 3 tracts, 1500, 1000, 1000 -		3,500
May 3, 1826.	Charles Loomis, Amanina, - - -		500
Sept. 2, "	John Clarke, " - - -		500
" " "	George McNeill, " - - -		2,000
	John McRae, " - - -		2,000
Dec. 14, 1827,	Noah Scovill, 5,000 10,000, - - -		15,000
Sept. 2, 1829,	Benj. Sprague, - - -		500
	Contract with John Taylor, - - -		50,000
	Do. with Gov. Montford Stokes, - -		9,000
July 24, 1829.	Francis B. Rhodes, Amanina, - -		500
	William R. Hackley, Terecia Island, near the mouth of Manatee, Tampa Bay, estimated,		1,500
Oct. 24, "	Bright Roberts, Big Swamp, - - -		3,750
	To various persons, 26 shares out of 50 in the Florida Land Company, containing, each, 1792 acres including the island Synabel. The location on the main is on the Synabel River, and indicated on the map—quantity here including the island of Synabel, - -		46,592
	Sales on Tampa Bay and south of it, Mr. Simmons, per a Steele's letter of the 3d June 1836,		200
	Levi Collar, do. 5th Aug. 1836, - -		50
	Per A. Steele's letter of 3d June, - -		1,000
	A. Steele, Esq., near Tampa Village. -		25
	Capt. Sanders, Mouth of Hillsborough River, Do. a small island in front of Tampa village		50 100
	Do. 3 lots and buildings in Tampa Village.		
	Henry Ogden, trustee for Wm. S. Ogden, on the Manatee River, - - -		1,000
	William Bunce, at the mouth of the river Manatee, (west side,) - - -		160
	Randolph's Farm, ten miles from the mouth of the River Manatee, - - -		500
	Samuel Stansbury, one of the Mullett Keys and Egmont Key, - - -		
	Cotterell's farm, Manatee, - - -		400
	Capt. Wm. Graham, U.S. Army, on the Alifia River, John Warren, mouth Alifia River, - -		200 200
	Ezekiel Stafford, " " - - -		150
	Gad Humphries, " " - - -		500
	Do. Manatee, - - -		500
	Joshua Stafford, " - - -		400
	William Ellis, near Tampa Village, -		100
	The above seven tracts are Col. Humphries' engagements. As yet I have no reason to believe that they have been conveyed or paid for.		
		Acres,	626,351

Now this article witnesseth, that it is hereby agreed, by and between the said Richard S. Hackley and the said trustees, that such portion of said list of land so sold as aforesaid, only as shall have been duly conveyed by the said Hackley, shall be excepted and excluded from the said deed, and that the title to the rest and residue contained in said list, shall be vested in the said trustees and their successors in office and assigns. And the said Richard S. Hackley, for himself, his executors and administrators, does hereby grant, bargain and sell, to the said Joseph D. Beers, David Clarkson, and Lot Clark, trustees as aforesaid, their successors in office and assigns, each and every of the said tracts or parcels of land named in the list aforesaid, to be held by them for the uses and purposes aforesaid, as part and parcel of the capital stock of said association, and as part and parcel of the said eight millions two hundred thousand acres. It being however understood and agreed, that all subsisting and legally binding contracts for the sale of any lands contained in the said list made by the said Hackley, or his attorneys thereunto lawfully authorized, shall be recognised and fulfilled by the said trustees with the purchasers, on their making due payment of the purchase money to the said trustees. And all conveyances to be taken by the trustees for lands purchased or otherwise acquired by them within the boundaries described in the said deed of trust, by any person or persons claiming title in and to the same, (which conveyances the said trustees are hereby authorized to take,) shall become part and parcel of the said trust property, and shall be subject to the same rules and regulations as the other parts of the said tract. And the several persons subscribing this indenture as original members of the association, or as the assignee of any share therein, do hereby, and each for himself, his heirs, executors and administrators, does express his assent to all the provisions, covenants and grants contained in this article.

ART. XXV. The association shall continue until all the concerns of the company shall be closed ; and the trustees for the time being shall proceed to take measures for closing the concerns of the association, and shall complete and close the same as fast as can be done consistently with the interests of the company, and to that end shall cause all their property, securities and effects, to be converted into money, and paid over in dividends to the stockholders.

ART. XXVI. The several persons subscribing this indenture, do hereby grant and convey to the trustees above named, and to all future trustees of this association, full power and authority to do all the matters and things hereinbefore expressed and provided for ; and each person subscribing this indenture as an original member of this association, or as the assignee of any share therein, does hereby express his assent to all the said provisions, and does also, for himself, his heirs, executors and administrators, covenant, promise, and agree, to and with every other person who shall subscribe this indenture, and to and with the executors, administrators and assigns of every such other person, that he, the said covenantor, his heirs, executors and administrators, will well and truly perform, fulfil and keep, so far as in them lies, all and singular the provisions hereinbefore contained, and he and they will do all and every act and thing that may be necessary, and that may lawfully be done to give full effect to the object and intent of this association.

In witness whereof, the original parties to these presents have hereunto interchangeably set their hands and seals, this fourteenth day of September, one thousand eight hundred and thirty-six. And the other parties to these presents becoming members of this association by the transfer of shares therein, have severally set their hands and seals thereto, at the time affixed to their respective names.

Scaled and delivered in presence of

S. L. BURRITT,  
LOT C. CLARK.

RICHARD S. HACKLEY, [L. S.]  
J. D. BEERS, [L. S.]  
DAVID CLARKSON, [L. S.]  
LOT CLARK, [L. S.]



## MEMORANDUM.

It having been suggested that the provision made in these articles of association for paying the remaining twenty-seven cents per share, on the said four hundred shares to be collected as provided for in and by the twelfth article to the said Richard S. Hackley and his representatives, is not so clearly expressed as to be free from doubt or misconstruction.

NOW BE IT KNOWN, that the contract and understanding with the said Hackley, is and was, at the time of entering into these articles, that the said twenty-seven cents, on each acre, should be paid over to the said Richard S. Hackley, or his assigns, on demand, when collected and received.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals, this 25 day of November 1836.

Witness,

W. H. MAXWELL.

S. L. BURRITT.

LOT CLARK. [L. S.]

J. D. BEERS. [L. S.]

DAVID CLARKSON. [L. S.]

RICHARD S. HACKLEY. [L. S.]



STATE OF NEW-YORK. }  
CITY AND COUNTY OF NEW-YORK. } ss.

BY THIS PUBLIC INSTRUMENT, BE IT KNOWN, To all whom it may concern, that I, WILLIAM H. MAXWELL, Commissioner, in and for the State of New-York, duly commissioned by the Governor of the Territory of Florida, (by virtue of an Act of the Legislature of the said Territory, entitled, "An Act to authorise the appointment of Commissioners, &c. passed January 24th, 1831," and therein and thereby authorised and empowered "to take the acknowledgment of any Deed, Contract, Letter of Attorney, Mortgage, or Conveyance of any Lands, Tenements, or Here-



ditaments, lying or being in the Territory of Florida, OR ANY OTHER WRITING UNDER SEAL, to be used in said Territory, with full power and authority, to administer Oaths and Affirmations, take Depositions," &c.) DO HEREBY CERTIFY, that on the 25 day of November, Anno Domini 1836. Before me the aforesaid Commissioner, personally appeared, Lot Clark, Joseph D. Beers, David Clarkson, and Richard S. Hackley, all well known to me to be the grantor named and described in the annexed Instrument under seal, and in due form of law, acknowledged he had signed, sealed and executed the same as their several free act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal, the day and year above written.

WM. H. MAXWELL,

Florida Commissioner.













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